

CITY OF PRINCE GEORGE
BYLAW NO. 7582

A bylaw of the City of Prince George, enacted pursuant to the British Columbia Transit Act, authorizing the entering into an Annual Operating Agreement for Custom Transit Services.

WHEREAS the City of Prince George has been authorized to undertake a transit function pursuant to the British Columbia Transit Act, and British Columbia Transit (the Authority) has established a transit service area being an area including the whole of the City of Prince George;

AND WHEREAS the City of Prince George has entered into a Transit Service Agreement with the Authority;

AND WHEREAS the British Columbia Transit Act provides that where the Authority contracts for a custom transit service it shall negotiate with the Carefree Society, or its successor, and an affected municipality with a view to entering into an operating agreement respecting the provision of transit services;

NOW THEREFORE the Council of the City of Prince George, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. The City of Prince George is hereby authorized to enter into an Annual Operating Agreement with the Authority and the Carefree Society for Custom Transit Services. A copy of said Agreement is attached to, and forms part of, this Bylaw as Schedule "A".
2. The Mayor and Clerk are hereby authorized to sign said Agreement and affix the City Seal thereto and deliver the same as acts and deeds of the City of Prince George, and do all things necessary to give effect to this Bylaw.
3. This Bylaw may be cited for all purposes as "Custom Transit Service Annual Operating Agreement Authorization Bylaw No. 7582, 2004".

READ A FIRST TIME THIS THE **5th** DAY OF **APRIL** , **2004.**

READ A SECOND TIME THIS THE **5th** DAY OF **APRIL** , **2004.**

READ A THIRD TIME THIS THE **5th** DAY OF **APRIL** , **2004.**

All three readings passed by a **UNANIMOUS** decision of Members of City Council present and eligible to vote.

ADOPTED THIS THE *19th* DAY OF *April*, 2004,
BY A *unanimous* DECISION OF ALL MEMBERS OF CITY
COUNCIL PRESENT AND ELIGIBLE TO VOTE.



MAYOR



D/CLERK

**ANNUAL OPERATING AGREEMENT
(CUSTOM TRANSIT)**

Among

THE CITY OF PRINCE GEORGE

BRITISH COLUMBIA TRANSIT

And

**CAREFREE SOCIETY
(as agreed to in the MOA)**

APRIL 1, 2004 TO MARCH 31, 2005

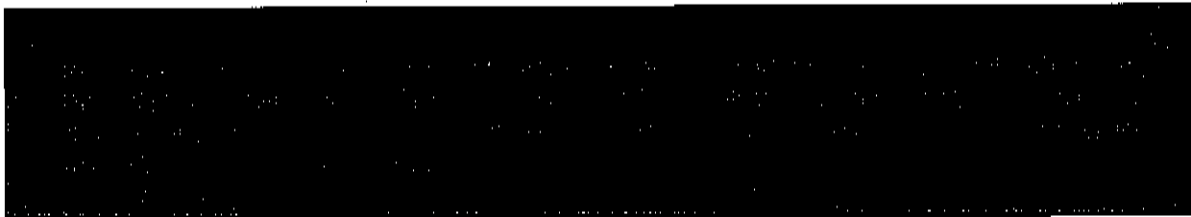


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ANNUAL OPERATING AGREEMENT

BETWEEN: THE CITY OF PRINCE GEORGE
(the "Municipality")

AND: BRITISH COLUMBIA TRANSIT
(the "Authority")

AND: CAREFREE SOCIETY
(the "Operating Company")

WHEREAS the Municipality and the Authority are authorized to contract for the provision of a Public Passenger Transportation System and share in the costs of providing same pursuant to the British Columbia Transit Act.

WHEREAS the Operating Company is authorized to operate, manage and maintain a Public Passenger Transportation System within the Prince George Custom Transit Service Area.

WHEREAS the parties hereto have entered into a Master Operating Agreement effective which sets out the general rights and responsibilities of the parties hereto.

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

- 1.1 **Definitions:** Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:
- (a) "Annual Operating Agreement" shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
 - (b) "Master Agreement" shall mean the Master Operating Agreement, including any amendments made thereto;

SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 **Incorporation of Master Agreement into Annual Operating Agreement:** Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.

SECTION 3 – TERM AND RENEWAL

- 3.1 **Term and Renewal:** The term of this Agreement shall be from April 1, 2004 to March 31, 2005 except as otherwise provided herein. An option for two (2), twelve-month extensions and a further one (1) twelve month extension may also be made upon the approval of BC Transit and the Municipality. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Master Agreement shall likewise be so terminated or not renewed, as the case may be.

SECTION 4 – SCHEDULES

4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule "A" – Transit Service Area
- b) Schedule "B" - Service Specifications
- c) Schedule "C" - Budget
- d) Schedule "D" – Payment Schedule
- e) Schedule "E" – Tariff-Fares

SECTION 5 – MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

SECTION 6 - Notices and Communication

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

CITY OF PRINCE GEORGE
c/o Manager-Transportation
1100 Patricia Boulevard
Prince George, BC V2L 3V9

and to:

BC Transit
c/o : President & CEO
520 Gorge Road East
Victoria, BC V8W 2P3

and to:

Carefree Society
c/o Manager
2832 Queensway Street
Prince George, BC V2L 1M5

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this day of

THE CORPORATE SEAL OF THE CITY OF PRINCE GEORGE has been hereto affixed in the presence of:

THE COMMON SEAL OF BRITISH COLUMBIA TRANSIT has been hereto affixed in the presence of:

PRESIDENT AND CEO

CORPORATE SECRETARY

THE CORPORATE SEAL OF CAREFREE SOCIETY has been hereto affixed in the presence of:

SCHEDULE "A" - Transit Service Area Boundaries

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Prince George Transit Service Area shall be the municipal boundaries of the City of Prince George.

SCHEDULE "B" - Service Specifications

Prince George Custom Base Budget Official AOA 2004/2005

Schedule 'B'

Effective April 01, 2004

Scheduled Revenue Service

D405 prg Summer (Apr 01, 2004 to Sep 30, 2004)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	38.00	38.00	38.00	42.00	38.00	12.00		
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

S406 Late Winter (Oct 01, 2004 to Mar 31, 2005)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	44.00	44.00	44.00	48.00	44.00	12.00		
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Extra Revenue Service

	Apr. 2004	May, 2004	Jun, 2004	Jul, 2004	Aug, 2004	Sep, 2004	Oct, 2004	Nov, 2004	Dec, 2004	Jan, 2005	Feb, 2005	Mar, 2005
Extra Special Events Hours	12.50	12.50	19.50	0.00	0.00	12.50	12.50	12.50	12.50	12.50	12.50	12.50

Adjusted Revenue Service

	Apr. 2004	May, 2004	Jun, 2004	Jul, 2004	Aug, 2004	Sep, 2004	Oct, 2004	Nov, 2004	Dec, 2004	Jan, 2005	Feb, 2005	Mar, 2005

2004/2005 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2004 to Apr 30, 2004	4	4	4	4	4	4	4	3	30	Apr 09, 2004 Good Friday 2004 (Fri)
May 01, 2004 to May 31, 2004	4	4	4	4	4	4	4	1	31	Apr 12, 2004 Easter Monday 2004 (Mon)
Jun 01, 2004 to Jun 30, 2004	4	4	4	4	4	4	4	0	30	May 24, 2004 Victoria Day 2004 (Mon)
Jul 01, 2004 to Jul 31, 2004	4	4	4	4	4	4	4	1	31	Jul 01, 2004 Canada Day 2004 (Thu)
Aug 01, 2004 to Aug 31, 2004	4	4	4	4	4	4	4	5	31	Aug 02, 2004 BC Day 2004 (Mon)
Sep 01, 2004 to Sep 30, 2004	4	4	4	4	4	4	4	1	30	Sep 06, 2004 Labour Day 2004 (Mon)
Oct 01, 2004 to Oct 31, 2004	4	4	4	4	4	4	4	6	31	Oct 11, 2004 Thanksgiving Day 2004 (Mon)
Nov 01, 2004 to Nov 30, 2004	4	4	4	4	4	4	4	1	30	Nov 11, 2004 Remembrance Day 2004 (Thu)
Dec 01, 2004 to Dec 31, 2004	4	4	4	4	4	4	4	3	31	Dec 25, 2004 Christmas Day 2004 (Sat)
Jan 01, 2005 to Jan 31, 2005	4	4	4	4	4	4	4	5	31	Dec 26, 2004 Boxing Day 2004 (Sun)
Feb 01, 2005 to Feb 28, 2005	4	4	4	4	4	4	4	0	28	Jan 01, 2005 New Year's Day 2005 (Sat)
Mar 01, 2005 to Mar 31, 2005	4	4	4	4	4	4	4	4	31	Mar 26, 2005 Good Friday 2005 (Fri)
										Mar 29, 2005 Easter Monday 2005 (Mon)
Total	46	52	52	51	50	50	51	13	365	13 Exceptions

Monthly Summary

Month	Custom Transit							
	Scheduled	Revenue Hours		Total	Scheduled	Revenue Kilometers		Total
		Extra	Adjusted			Extra	Adjusted	
April, 2004	798.00	12.50		810.50	0.00			0.00
May, 2004	804.00	12.50		816.50	0.00			0.00
June, 2004	864.00	12.50		876.50	0.00			0.00
July, 2004	840.00	0.00		840.00	0.00			0.00
August, 2004	828.00	0.00		828.00	0.00			0.00
September, 2004	834.00	12.50		846.50	0.00			0.00
October, 2004	908.00	12.50		920.50	0.00			0.00
November, 2004	984.00	12.50		996.50	0.00			0.00
December, 2004	1,088.00	12.50		1,099.50	0.00			0.00
January, 2005	998.00	12.50		1,009.50	0.00			0.00
February, 2005	944.00	12.50		956.50	0.00			0.00
March, 2005	992.00	12.50		1,004.50	0.00			0.00
Total	10,900.00	128.00	0.00	11,028.00	0.00	0.00	0.00	0.00

SCHEDULE "C" - Budget

Information severed pursuant to Section 21(1) of the FOI - POP Act
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**Schedule C
Prince George Custom**

**Official AOA
Base Budget
2004/2005**

TRANSIT REVENUE	
Farebox Cash	\$81,008
Tickets & Passes	\$407
TOTAL REVENUE	\$81,415
EXPENDITURES	
Fixed Costs	
Variable Hourly Costs - Scheduled Service	
Variable Hourly Costs - Extra Service	
Variable Distance Costs - Scheduled Service	
Maintenance - Running Repairs	\$40,093
Maintenance - Major Repairs	\$8,000
Taxi Supplement	\$12,000
Taxi Saver Program	\$150,000
Taxi Saver Recoveries	-\$94,909
ICBC Insurance	\$5,160
Fleet Insurance	\$5,000
TOTAL DIRECT OPERATING COSTS	\$610,042
Marketing	\$3,000
Municipal Administration	\$12,201
BCT Administration	\$35,928
TOTAL OPERATING COSTS	\$661,171
Debt Service - Vehicles (Local Share)	\$13,299
Debt Service - Equipment (Local Share)	\$677
TOTAL DEBT SERVICE - LOCAL SHARE	\$13,977
TOTAL COSTS	\$675,148
COST SHARING	
Municipal Share of Costs	\$234,213
Less: Total Revenue	\$81,415
Less: Municipal Administration	\$12,201
Net Municipal Share of Costs	\$140,597
Authority Share of Costs	\$440,935
STATISTICS	
Scheduled Revenue Hours	10,900.00
Extra Revenue Hours	125.00
Total Passengers	63,350
Custom/Para Passengers - Vans	41,500
Custom/Para Passengers - Taxi Supplement	1,350
Taxi Saver Passengers	20,500

Schedule "D" - Payment Schedule

**Prince George Custom Transit
2004/2005 AOA BUDGET**

1) Payment Schedule

The Authority agrees to pay the Operating Company a monthly payment on the following basis:

- a) **for Specified Service in Schedule "B":**
 - i) for Fixed Monthly Payment; plus
 - ii) per Revenue Hour; plus
 - iii) Variable distance costs for fuel and tires as billed, with satisfactory supporting documentation.
- b) for Maintenance:
 - i) Vehicle maintenance subcontracted by the Operating Company shall be paid at cost in accordance with the budget specified in Schedule "C", with satisfactory supporting documentation (invoices).
- c) Special Group Trips cost recovery shall be credited to the Authority on the monthly contractors invoice.
- d) BC Transit will cost share with the City a fee of \$4 for each Taxi Saver ride provided to a wheelchair or scooter user up to a maximum of \$1,000 per month.



Information severed pursuant to
Section 21(1) of the
FOI - POP Act

Schedule "E" – Tariff-Fares**Fare Zones:**

The zone boundaries for fare zones are described as follows:

Zone 1 - "City Bowl"

The zone encompasses the City Bowl from the Cranbrook Hill escarpment on the west and south to the Fraser River on the east, and the Nechako River on the north.

Zone 2 - "Outside the City Bowl"

This zone encompassed those areas lying outside the City Bowl within the Prince George Transit Service Area.

Fares:

	Zone 1	Each Additional Zone
Registered Users and Escorts	\$1.75	\$0.25
Attendants Accompanying Registered Users	Free	

Tickets are available at the same price as regular cash fares.

Note: Visitors (elsewhere in B.C. and outside B.C.) are eligible for temporary handyDART service.